

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

JACOB NEAL LEDGERWOOD,)
)
 Plaintiff,)
)
v.)
)
FEDEX CORPORATION,)
)
 Defendant.)

JURY DEMAND

CIVIL ACTION NO. _____

COMPLAINT

Comes now the plaintiff, Jacob Neal Ledgerwood ("2nd Lieutenant Ledgerwood") through counsel and for his Complaint states:

1. This is an action brought pursuant to the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

PARTIES

2. Plaintiff, 2nd Lieutenant Ledgerwood is a citizen of Tennessee and resides in Fayette County, Tennessee.

3. Defendant, FedEx, Inc.'s ("FedEx") principle place of business is located in Memphis, Tennessee. FedEx also maintains a place of business in Middle Tennessee located at 2308 West End Avenue, Nashville, Tennessee.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action pursuant to 38 U.S.C. § 4323(b).

5. Venue is proper in this district under 38 U.S.C. § 4323(c)(2) and 28 U.S.C. § 1391(b) because FedEx maintains a place of business in this judicial district.

FACTS

6. 2nd Lieutenant Ledgerwood has been a member of the Oklahoma National Guard since 2009. Prior to earning the rank of 2nd Lieutenant, he held the rank of Staff Sergeant as an Information Technology Specialist. Information Technology Specialists have the great responsibility of maintaining, processing and troubleshooting military computer systems and operations. 2nd Lieutenant Ledgerwood currently serves as an officer in the United States Army's Signal Branch. Signal Officers lead and manage Signal organizations, forces, and operations that enable globally-dispersed, network-centric warfare.

7. 2nd Lieutenant Ledgerwood started at FedEx in March, 2011. He was hired by Tony Cuccia ("Manager Cuccia") who served as 2nd Lieutenant Ledgerwood's immediate supervisor until August, 2011.

8. FedEx was aware that 2nd Lieutenant Ledgerwood was a member of the Oklahoma National Guard when the company hired him.

9. 2nd Lieutenant Ledgerwood's starting salary was \$114,000.00 including healthcare benefits, 401(k) and other employment-related benefits. His salary was later increased to \$119,000.00.

10. In June, 2011, FedEx honored 2nd Lieutenant Ledgerwood with the "Bravo Zulu Award" for thwarting a cyber attack after the company's computers were attacked by an external source. The Bravo Zulu award, derived from the U.S. Navy signal meaning "well done," is distributed to individuals within FedEx for outstanding performance beyond normal job expectations.

11. In August, 2011, Manager Cuccia was promoted to a vice president position within the company.

12. In October, 2011, Xuan Liu ("Manager Liu") assumed the role as 2nd Lieutenant Ledgerwood's immediate supervisor.

13. On or about May 1, 2012, 2nd Lieutenant Ledgerwood provided oral notification to Manager Liu that he would be absent from work for approximately eight months to perform military service.

14. 2nd Lieutenant Ledgerwood followed-up with written notification to Manager Liu on or about May 4, 2012, that he would be leaving to perform military service.

15. 2nd Lieutenant Ledgerwood's actions in notifying FedEx on May 1st and 4th, 2012, that he was leaving to serve on active duty active on June 13, 2012 was reasonable notice under USERRA to alert the company that he was being called to active duty.

16. After notifying FedEx that he would be leaving to perform military service, on or about June 13, 2012, Manager Liu demanded that 2nd Lieutenant Ledgerwood provide the company with a copy of his military orders by June 20, 2012.

17. On June 19, 2012, Manager Liu called 2nd Lieutenant Ledgerwood into his office and terminated him, one day before he was set to leave.

18. Manager Liu's decision to terminate 2nd Lieutenant Ledgerwood was motivated, in part, by his service in the National Guard.

19. FedEx's managers' discrimination and unlawful discharge of 2nd Lieutenant Ledgerwood violated his rights under USERRA.

CLAIM FOR RELIEF

Uniformed Service Employment and Reemployment Rights Act, 38 U.S.C. § 4301 *et seq.*

20. 2nd Lieutenant Ledgerwood adopts and incorporates all of the prior allegations and averments stated before.

21. FedEx violated 2nd Lieutenant Ledgerwood's rights under 38 USC § 4311 of USERRA, among other ways, by discriminating against him and unlawfully discharging him.

22. 2nd Lieutenant Ledgerwood's military service was a motivating factor in the adverse employment actions taken against him by FedEx in violation of 38 U.S.C. § 4311.

23. 2nd Lieutenant Ledgerwood has lost pay and benefits as a result of FedEx's discrimination and unlawful discharge.

24. FedEx's refusal to fully comply with USERRA is willful and deliberate.

WHEREFORE, Plaintiff Prays:

1. That the Court find and make a declaratory judgment that FedEx violated 2nd Lieutenant Ledgerwood's USERRA rights when it discriminated against him by unlawfully discharging him.
2. That FedEx be required to fully comply with the provisions of USERRA by:
 - (a) Ordering that FedEx refrain from discriminating against 2nd Lieutenant Ledgerwood;
 - (b) Reinstating 2nd Lieutenant Ledgerwood to the position he held prior to performing military service or a position of like seniority, status and pay;
 - (c) Entering a judgment awarding 2nd Lieutenant Ledgerwood all lost pay and benefits as a result of FedEx's violations of USERRA in an amount not to exceed one million dollars (\$1,000,000);

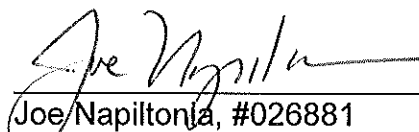
- (d) Entering a judgment awarding 2nd Lieutenant front pay in the amount of five hundred and ninety-five thousand dollars;
- (e) entering a judgment awarding 2nd Lieutenant Ledgerwood liquidated damages for its willful violations of USERRA;
- (f) Entering a judgment awarding 2nd Lieutenant Ledgerwood his attorneys' fees.
- (g) Entering a judgment awarding 2nd Lieutenant Ledgerwood his litigation Expenses;
- (h) Entering a judgment awarding 2nd Lieutenant Ledgerwood pre- and post-judgment interest on the amount of lost compensation found due; and
- (i) The Court awarding any such general relief that 2nd Lieutenant Ledgerwood may be entitled.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Plaintiff demands a trial by jury in this action.

Dated: 20 August 2012

Respectfully submitted,



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